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BANGALORE ELECTRICITY SUPPLY COMPANY LIMITED

VOLUME I

SECTION – II

INSTRUCTION TO BIDDERS

ITB

INSTRUCTION TO BIDDERS

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SECTION – II - ITB
INSTRUCTION TO BIDDERS

A. INTRODUCTION:

1.0 **GENERAL INSTRUCTIONS :**

The Bangalore Electricity Supply Company, Bengaluru hereinafter called BESCOM / 'Owner' will receive bids in respect of maintenance of LT AB Cable Network in **South Circle** area of BMA (South) Zone item wise fixed price contract for a period of two year on Total Turnkey, including supply, erection, testing and commissioning of all equipments/materials as set-forth in the accompanying Specifications. All bids shall be prepared and submitted in accordance with these instructions in e-procurement portal.

2.0 The eligibility and Qualifying Requirements for Bidders is as enumerated in Clause-**14.0** of **IFB**. Necessary documentary evidence for fulfilling the Qualifying Requirements shall be uploaded in e-procurement portal. Not uploading the documentary evidence shall lead to rejection of the bid.

3.0 **COST OF BIDDING :**

The Bidder shall bear all costs and expenses associated with preparation and submission of its bid including post-bid discussions, technical and other presentations etc, and owner will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. THE BIDDING DOCUMENTS:

4.0 **CONTENTS OF BIDDING DOCUMENT:**

4.1 The Goods and Services required, Bidding Procedures and Contract terms are prescribed in the Bid Documents.

4.2 In addition to the invitation To Bids, the Bid Documents is a compilation of the following Sections:

Bid Documents	Bid Documents in the following format will be available in the web site.
	Volume-I
	Section -I- IFB-Invitation For Bids
	Section -II- ITB-Instructions To Bidders
	Section-III- GCC-General Terms and Conditions of Contract
	Section-IV- ECC-Erection Conditions of Contract
	Section-V- SCC-Special Conditions of Contract
	Volume-II
	Section- a) Techno-Commercial sheets

	b) Price Schedules
	Volume-III
	Section- Technical Specifications and Drawings

5.0 **UNDERSTANDING OF BID DOCUMENTS :**

A prospective Bidder is expected to examine all instructions, forms, terms and specifications in the Bid documents and fully inform himself as to all the conditions and matters which may in any way affect the scope of work or the cost thereof. Failure to furnish all information required by the Bid document or submission of a Bid not substantially responsive to the Bid document in every respect will be at the Bidder's risk and may result in the rejection of its bid.

6.0 **CLARIFICATIONS ON BID DOCUMENTS :**

6.1 If the prospective Bidder finds discrepancies or omissions, in specifications and document or is in doubt as to the true meaning of any part, he shall at once make a request, in writing, for an interpretation/clarification, to owner. The owner, then, will issue interpretation(s) and clarification(s) as he may think fit. After receipt of such interpretation(s) and clarification(s), the Bidder may submit his bid but within the time and date as specified in the Invitation to Bid. All such interpretations and clarifications shall form a part of the Bidding Document and shall accompany the Bidder's Proposal. A prospective Bidder requiring any clarification on Bidding Document may notify owner in writing. Owner will respond in writing /upload in the website/issue corrigendum in the website/issue instructions in the website to any request for such clarification of the Bidding Document which it receives not later than fifteen (15) days prior to the deadline for submission of bids prescribed by owner. Written copies of owner's response (including an explanation of the query but without identifying its source) will be sent to all prospective Bidders who have received the Bidding Document.

6.2 Verbal clarification and information given by owner or his employee(s) or his representative(s) shall not in any way be binding on owner.

7.0 **AMENDMENT TO BIDDING DOCUMENT :**

7.1 At any time prior to the deadline for submission of bids, owner may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Document by amendment (s).

7.2 The amendment will be issued in e-procurement portal and such amendment will be binding on them.

7.3 In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, owner may, at its discretion, extend the deadline for the submission of bids.

7.4 Such amendments, clarifications, etc, shall be binding on the Bidders and will be given due consideration by the Bidders while they submit their bids and invariably enclose such documents as a part of the bid.

C. PREPARATION OF BIDS:

8.0 LANGUAGE OF BID:

The bid prepared by the Bidder and all correspondences and documents relating to the bid, exchanged by the Bidder and owner shall be written in the **English language**, provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by an English translation of its pertinent passages. Failure to comply with this may disqualify a bid. For purposes of interpretation of the bid, the English translation shall govern.

9.0 LOCAL CONDITIONS:

9.1 It will be imperative on each Bidder to fully inform himself of all local conditions and factors, which may have any effect on the execution of the Contract covered under these documents and specifications. Owner shall not entertain any request for clarifications from the Bidders, regarding such local conditions.

9.2 It must be understood and agreed that such factors have properly been investigated and considered while submitting the Proposals. No claim for financial adjustment to the Contract, awarded under these specifications and documents, will be entertained by owner. Neither any change in the time schedule of the Contract nor any financial adjustments arising thereof shall be permitted by the Owner, which are based on the lack of such clear information or its effect on the cost of the Works to the Bidder.

10.0 DOCUMENTS COMPRISING THE BID:

10.1 The Bidder shall complete the Bid Form inclusive of Price Schedules, Technical Data Requirements etc. furnished in the Bidding Documents as detailed in clause 4.0 above, indicating for the goods to be supplied and services to be rendered, a brief description of goods and services, quantity and prices.

10.2 The Bidder shall also submit documentary evidence to establish that the Bidder meets the Qualification Requirements as detailed in Clause- 14.0 of IFB and accompanying Special Conditions of Contract.

10.3 The Bid Guarantee shall be furnished in accordance with EMD clause.

10.4 Bids containing deviations from provisions relating to the following clauses will be considered as non-responsive:

a) Bid Guarantee:
b) Price Basis and Payments
c) Contract Performance Guarantee:
d) Liquidated damages:
e) Guarantee:
f) Payment:

Owner's determination of a Bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

11.0 **BID PRICE:**

11.1 The Bidder shall indicate/quote the **Percentage above or below or equal to** the individual Schedule of material / labour charge for the said work in the e-procurement portal ,which shall be inclusive of all applicable CGST, SGST, IGST & UTGST, F&I etc., Custom duties on imports, Cess if any for supply, erection, testing and commissioning & other services under the contract as the case may be in price schedule.

The percentage price shall be inclusive of the following.

i. The percentage quoted shall be, inclusive of all applicable CGST, SGST, IGST & UTGST, F&I, Etc., Custom duties on imports, Cess if any and levies paid or payable on components, sub-assemblies and raw materials as applicable on the last day of submission of bid.
ii. Inland transportation charges including handling charges and other costs incidental to delivery of the goods to their final destination and insurance charges.
iii. The cost of erection, testing and commissioning as well as associated works including all applicable taxes thereon.

11.2 During the validity of the Contract, the concerned Divisional Executive Engineers of **South Circle** area of BMA (South) Zone of BESCOM will entrust the work for maintenance of LT AB Cable Network. Hence, the quantity of items covered under this Contract will vary depending upon the necessity of requirement for replacing defective/faulty/additional distribution boxes and LT AB Cable accessories, **as per joint inspection conducted by the BESCOM Engineer's and Contractor.** The successful Bidder should execute all the entrusted work arising during the Contract period.

11.3 Any alteration in the rates etc., will not be allowed on any ground, such as mistake, misunderstanding etc., after the Bid has been submitted.

11.4 The Bidder shall quote only in **Indian Rupees**.

12.0 **TAXES:**

12.1 In case of Award of Contract, a Single Works Contract covering both Supply & Erection portion of the Contract will be issued to the successful Bidder.

12.2 (i) Applicable CGST, SGST, IGST, UTGST, Custom Duties on Imports, levies, CESS if any payable on supply of materials / equipment and labour charges etc., additionally payable due to statutory variation or due to introduction of new tax or taxes, duties and levies not considered by the Bidder but payable as applicable on the date of bidding etc., shall be to the Bidder's account and no separate claim on this behalf shall be entertained by the owners either during the contractual period or during the extended period if any.

(ii) Materials supplied by the Bidder:

All applicable CGST, SGST, IGST, UTGST, Custom Duties on Imports, levies, CESS if any., in respect of all materials, under the contract shall be included in the quoted price.

Any such taxes, duties, levies etc., not considered by the Bidder but payable as applicable on the date of bidding shall be to Bidder's account and no separate claim on this behalf shall be entertained by the Owner.

(iii) Erection works:

The applicable CGST, SGST, cess if any etc., shall be included in the price bid, and shall be indicated separately in price schedules.

Any such taxes, duties, levies etc., not considered by the Bidder but payable as applicable on the date of bidding shall be to Bidder's account and no separate claim on this behalf shall be entertained by the BESCOM.

(iv) In case of any statutory variation in CGST, SGST, IGST, UTGST, levies, CESS if any or if any tax/ duty/levy is newly introduced by the government applicable for this contract with effect from the next day of the date of submission of the bid these variations/additional **taxes**/ duties/ levies will be to the account of the Owner.

Note: Additional tax liability on account of change in the sources of the equipment's/materials, if any, will be to Bidders account only.

The claims against statutory variation, in principle, would be settled as reimbursement provided the contractor furnishes documentary evidence to establish that the extra amount claimed due to statutory variation was in fact paid by him solely on account of such statutory variation. This may vary from case to case depending upon the nature of statutory variation.

12.3 The BESCOM will deduct Tax at Source as per applicable law from the proceeds payable to the Contractor.

12.4 The Bidder must be GST registered firm having GSTIN.

12.5 As regards the Income Tax, Surcharge on Income Tax and any other Corporate Tax, the BESCOM shall not bear any Tax liability whatsoever. The Bidder shall be liable and responsible for Payment of such Taxes as mandated under the provisions of the Law.

12.6 Notwithstanding anything stated in the Sub-Clause 12.1 to 12.5, the BESCOM shall have the right to make deduction at Source from the amounts payable to the Contractor against this Contract in respect of any Tax liability as may be Mandatory in terms of the Law. The BESCOM shall not bear any liability in this regard but shall issue necessary TDS Certificate in respect of such deductions made.

12.7 The Owner's liability for all GST, taxes and duties under the contract shall be limited to only those indicated by the Bidder in the break up prices subject to the statutory variations and variations as per clause No. 12.2 supra.

12.8 If the cost of the Contract during the performance of the contract shall be increased or reduced by reasons of the making, passing or promulgation of any law after the date of submission of bid or by any order, regulation or by-law having the force of law, the amount of such increase or reduction shall be added to or deducted from the 'Contract Price' as the case may be. It is the Bidder's responsibility to furnish details of GST, taxes**,** duties, levies, etc. applicable as on the date of submission of the bid.

12.9 No Claim for any increase towards the Statutory Variation regarding enhancement of existing **CGST, SGST, IGST, levies, cess if any** or introduction of a new Tax or Duty applicable shall be entertained by the BESCOM during the extended period of Contract, if any, if the extension of the Contract is required due to the causes attributable to the Contractor.

12.10 Before quoting, the Bidder shall ascertain from the concerned **Tax** Authorities of Government of Karnataka/ Govt. of India, the applicability of **CGST, SGST, IGST, UTGST, Custom Duties on Imports, levies, CESS if any** etc., **as on the last date of** Techno-Commercial Bid Submission as notified (either original or extended) in respect of this tender and include the same in the quoted Price. No separate Claim in this regard will be entertained by the Owner, as it is the responsibility of the Bidder to pay all these Taxes.

Note: The successful Bidder shall be entirely responsible for payment of all GST, taxes, levies, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser. In respect of supply portion, the successful bidder shall pay all types of fees,

levies, taxes, duties etc. required to be paid by any National or State statute, ordinance or other law or any regulation or bye-law of any local or other duly constituted authority in relation to the execution of works and by the Rules and Regulations of all Public bodies and companies whose property or rights are affected or may be affected in any way of the works. The successful bidder shall in compliance with the above keep the Purchaser indemnified against all such penalties and liability of every kind for breach of any statute, ordinance or law, Regulation or bye-law. Nothing in the contract shall relieve the successful bidder from his responsibility to pay any tax that may be levied by the Government on the turnover / profits etc., made by him in respect of the contract.

12.11 **Building and other construction workers welfare CESS:**

The Building and other construction workers welfare cess act 1996, came into operation with effect from 3rd day of November 1995, the government has decided to collect cess now with immediate effect. Accordingly the government has issued order no. LD/300 LET/2006 dated 18.01.2007 & 28.02.2007

The building & other construction workers welfare cess at the rate of 1% of the amount of **the Supply and Erection portion** of the contract as per the circular issued by BESCOM vide no: BESCOM/BC-49/GM(CT&GST)/AGM(CT&GST)/F-9/2018-19/CYS-34 dtd.06.09.2018 consequent to the direction issued by Labour department, G.O.K, will be deducted from the bill at the time of making payment and such amount so deducted from the bill will be remitted to Karnataka State Building and other construction workers welfare board.

It is mandatory to furnish a return in form-i to the concerned assessing officer in terms of section-4 of the building & other construction workers welfare CESS act, 1996 and its rules under 1998. The concerned Contractor shall furnish the aforesaid return to the concerned assessing officer.

Statutory Variation regarding increase/decrease of existing Taxes & Duties or introduction of a new tax or duty during the Contractual completion period would be to the account of Owner.

The Bidders have to quote their percentage price for work indicated in (unit rate) price schedule, which includes both supply & erection. These prices shall also be inclusive of all applicable taxes & duties.

No payment separately towards GST, taxes other than the quoted in the price schedule for each item of work shall be payable by the BESCOM.

If there is any enhancement in the statutory taxes, GST etc., due to change in policies by the Central/State Government then such enhanced taxes will be payable by BESCOM. In case, the GST comes into force during the period of contract, GST in lieu of applicable taxes i.e., only the taxes which are merged with GST shall be considered.

If there is any concession/reduction in the Excise Duty, Cess on Excise Duty, Central Sales Tax or VAT, GST by the changes in the policies by the Central/State Government, the same shall be availed and passed on to BESCOM. Further, if any new taxes introduced by the Central/State Government during the contract period same will be paid by the BESCOM.

No claim for any increase towards statutory variation regarding enhancement of existing tax or duty or introduction of a new tax or duty shall be entertained during the extended period of contract if the extension is required by causes attributable to the Contractor.

Income tax / Work Contract / Service Tax and other statutory deductions of the state & Central Govt., as applicable from time to time shall be deducted from the Contractor's bills & directly remitted to concerned Department by the BESCOM. The Entry tax portion has to be borne by the Bidder and the same will not be reimbursed by BESCOM.

However, it may be noted that, all GST, taxes, duties, levies, Inspectorate charges and other charges are to be included in the unit / total contract price and BESCOM is not liable to pay any GST, taxes, duties, levies over and above the unit contract value. Also the Contractor has to include all types of freight and insurance charges in the unit/total contract value and BESCOM is not liable to pay any charges towards insurance or freight other than mentioned in Price schedules.

13.0 TIME SCHEDULE:

13.1 The basic consideration and the essence of the Contract shall be strict adherence to the (time schedule mentioned in the work awards) for performing the specified Works.

13.2 Owners requirement of completion schedule for the Works are mentioned in the accompanying Special Conditions of Contract.

13.3 The completion schedule as stated in the Special Conditions of Contract shall be one of the major factors in consideration of the bids.

13.4 Owner reserves the right to request for a change in the work schedule during pre-award discussions with successful Bidder.

13.5 The successful Bidder will be required to prepare detailed PERT network and finalise the same with owner as per the requirement.

14.0 **CONTRACT QUALITY ASSURANCE :**

14.1 The Bidder shall include in his Proposal the Quality Assurance Programme containing the overall quality management and procedures, which he proposes to follow in the performance of the Works during various phases as detailed in relevant clause of the General Technical Conditions.

14.2 At the time of Award of Contract, the detailed Quality Assurance Programme to be followed for the execution of the Contract will be mutually discussed and agreed to and such agreed Programme shall form a part of the Contract.

15.0 **INSURANCE :**

The Bidder's insurance liabilities pertaining to the scope of Works are detailed out in Clauses titled 'Insurance' in General Terms and Conditions of Contract and in Erection Conditions of this Volume I. Bidder's attention is specifically invited to these clauses. Bid price shall include all the cost in pursuance of fulfilling all the insurance liabilities under the Contract.

16.0 **MAINTENANCE TOOLS AND TACKLES:**

The proposal shall include all special tools and tackles required for the operation and maintenance of the equipment in each equipment package. The Bidder shall indicate all the above items in the proposal sheets in the form of a schedule given therein and the description and the quantity of each item. The lump sum price to be quoted by the bidder shall include prices of these tools and tackles. These tools and tackles shall be delivered at site along with the last consignment of equipment and in no case earlier than this, unless otherwise specified in the Special Conditions of Contract and / or Technical Specifications, Volume – II

17.0 **ERECTION TOOLS & TACKLES:**

The Bidder, under a separate schedule, in his Proposal shall include a list of all special equipment, tools & tackles etc. which he proposes to bring to site for the purpose of erection, handling, testing and commissioning including performance & guarantee tests of the equipment. If any such equipment is listed anywhere else in the Proposal and not specially mentioned in the above schedule, it shall be deemed to have been included in the Bidder's proposed scope of supply.

18.0 **BRAND NAMES:**

18.1 The specific reference in these specifications and documents to any material/ equipment by brand name, make or catalogue number shall be construed as establishing standards of quality and performance and not as limiting competition. However, Bidders may offer other similar material/equipment provided they meet the specified standard, design and performance requirements. The Bidder shall furnish adequate technical information about such alternative material/equipment to enable owner to determine its acceptability. Owner shall be the sole judge on the acceptability or otherwise of such alternative material /equipment.

18.2 The Bidder shall note that standards for workmanship, material and equipment and reference to brand names or catalogue numbers designated by owner in its Technical Specifications are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand name and/or catalogue numbers in its bid, provided that it demonstrates to owner's satisfaction that the substitutions are substantially equivalent or superior to those designed in the Technical Specifications.

18.3 The bidder shall procure the required material for the approved vendors of BESCOM only.

19.0 **E-payment modes for Tender Processing Fee & Earnest Money Deposit**

19.1 The Bidder who intends to participate in e-auction, has to pay EMD amount of **Rs.12,47,000/-** being 1% of the value of the Auction amount as follows:

1. **Rs.10,00,000/-** through KPP Portal schedule of items online through the KPP portal of Government of Karnataka using any of the following payment modes:-

a) Credit Card
b) Direct Debit
c) National Electronic Fund Transfer (NEFT)
d) Over the Counter (OTC)
e) Online Transfer

and

2. The balance EMD amount of **Rs.2,47,000/-** shall be submitted in the form of Bank Guarantee drawn from any Nationalized/ scheduled bank in favour of General Manager(Ele.,), Procurement, BESCOM, Bengaluru and is valid for 30 days beyond the period of validity for the Bid i.e. (180+30=210) days from the date of

Bidding.

19.2 The Bid Security is required to protect the BESCOM against the risk of Bidder's conduct including withdrawing the bid after acceptance for any reason whatsoever, which would warrant the Guarantee forfeiture, pursuant to Para 19.6. The Bid Security shall be made payable to the BESCOM without any condition whatsoever.

19.3 Any Bid not secured in accordance with Para 19.1 above will be rejected summarily by the BESCOM as Non-Responsive.

19.4 Unsuccessful Bidder's Bid Security / EMD will be returned / refunded within a period of one month from the date of execution of Contract agreement with the successful Bidder or earlier. EMD of unsuccessful bidders will be refunded online by the e-Procurement system. Hence, bidders are advised to enter correct bank account information (complete bank account no., IFSC etc) in the e-Procurement portal.

19.5 The Successful Bidder's **Bid Security will be discharged** upon furnishing the Performance Guarantee by the Successful Bidder.

The Bid Security shall be forfeited and the Bidder will be suspended/ barred for participating in the future tenders called by BESCOM and blacklisted for a period of one year from the date of default:

i. If a Bidder withdraws / modifies its bid during the period of bid validity specified by the Bidder on the Bid Form;

ii. In case of a successful Bidder, if the Bidder fails to sign the Contract;

iii. In case of a successful Bidder, if the Bidder fails to furnish the Security Deposit/Performance Guarantee.

iv. If the Bidder does not accept the arithmetical correction of its Bid Price.

v. If bidder furnish the false information or fake documents.

D. SUBMISSION OF BIDS:

20.0 PERIOD OF VALIDITY OF BIDS:

20.1 Bids shall remain valid for **180** days after the date of bid opening prescribed by owner unless otherwise specified in the

accompanying Special Conditions of Contract. A bid valid for a shorter period will be rejected as non-responsive.

20.2 In exceptional circumstances, owner may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (including cable, mail). The bid security provided under Clause 20.1 shall also be extended by the same period as the extension in the validity of the Bid. A Bidder may refuse the request without forfeiting his bid security. A Bidder granting the request will not be required or permitted to modify its bid.

21.0 **MODIFICATION AND WITHDRAWAL OF BIDS:**

21.1 The Bid shall be submitted in electronic form in e-procurement portal.

21.2 Any Bid received after the dead line prescribed for submission of Bids will be rejected.

21.3 Further, no modification or withdrawal of Bid shall be allowed after the dead line. The General Manager (Procurement) will open the Bids on the date & time noted at the office of the General Manager (Procurement), BESCOM, K.R. Circle, Bengaluru-560001.

22.0 **INFORMATION REQUIRED WITH THE PROPOSAL:**

22.1 The above information shall be uploaded by the Bidder in the form of separate sheets, drawings, catalogues, etc.

22.2 Any bid not containing sufficient descriptive material to describe accurately the equipment proposed may be treated as incomplete and hence rejected. Such descriptive materials and drawings submitted by the Bidder will be retained. Any major departure from these drawings and descriptive material submitted will not be permitted during the execution of the Contract without specific written permission of owner.

22.3 Oral statements made by the Bidder at any time regarding quality, quantity or arrangement of the equipment or any other matter will not be considered.

22.4 Standard catalogue pages and other documents of the Bidder may be used in the bid to provide additional information and data as deemed necessary by the Bidder.

22.5 The Bidder, along with his Proposal, shall upload a list of recommended erection equipment and materials which will be required for the purpose of erection of equipment and materials supplied under the Contract.

22.6 In case the 'Proposal' information contradicts specification requirements, the specification requirements will govern.

E. **BID OPENING AND EVALUATION:**

23.0 **OPENING OF BIDS :**

23.1 General Manager (Ele.,) Procurement will open the Bids on the specified Date & Time.

23.2 General Manager (Ele.,) Procurement will examine the Bids to determine whether they are complete whether the Bidder satisfies the eligibility criteria; whether required sureties have been furnished; whether the documents have been properly signed and whether the Bids are generally in order.

24.0 **CLARIFICATION OF BIDS:**

24.1 If the prospective Bidder finds discrepancies or omissions, in specifications and document or is in doubt as to the true meaning of any part, he shall at once make a request, in writing, for an interpretation/clarification, to owner. The owner, then, will issue interpretation(s) and clarification(s) as he may think fit. After receipt of such interpretation(s) and clarification(s), the Bidder may submit his bid but within the time and date as specified in the Invitation to Bid. All such interpretations and clarifications shall form a part of the Bidding Document and shall accompany the Bidder's Proposal. A prospective Bidder requiring any clarification on Bidding Document may notify owner in writing. Owner will respond in writing /upload in the website/issue corrigendum in the website/issue instructions in the website to any request for such clarification of the Bidding Document which it receives not later than fifteen (15) days prior to the deadline for submission of bids prescribed by owner. Written copies of owner's response (including an explanation of the query but without identifying its source) will be sent to all prospective Bidders who have received the Bidding Document.

24.2 Verbal clarifications and information given by BESCOM or its employees or its representatives shall not in any way be binding on BESCOM.

25.0 **PRELIMINARY EXAMINATION**

25.1 General Manager (Ele.,) Procurement will examine the Bids to determine whether they are complete whether the Bidder satisfies the eligibility criteria; whether required sureties have been furnished; whether the documents have been properly signed and whether the Bids are generally in order.

25.2 Owner may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

26.0 **EVALUATION OF THE TENDERS:**

26.1 The Techno – Commercial evaluation:

26.2 For purpose of these clauses, a substantially responsive Bid is one, which conforms basically to all the terms and conditions of the Bidding Documents without material deviation & confirming to technical specifications.

26.3 The Techno-Commercial Bids will be evaluated generally on the following points but not restricted to the same.

a) Payment of the EMD,
b) Qualifying Requirements,
c) Completeness of the offer to carryout all the works as per requirement.
d) Completion period,
e) Acceptance for payment terms & confirming to all terms and other commercial conditions etc, as specified in the terms and conditions of the Bid.

26.4 However, the BESCOM may waive any minor informality or non-conformity or irregularity in a Bid, which does not constitute to a material deviation, provided such waiver does not prejudice or affect the techno- commercial terms & conditions.

27.0 **COMPARISON OF BIDS:**

27.1 The General Manager (Ele.,) Procurement will evaluate the Bid. **"Bid Price"** shall mean the **Total price arrived based on the percentage indicated in the price schedule** quoted by each Bidder in his proposal for the complete scope of works.

27.2 The comparison shall be on the basis of total cost for complete scope of work including supply of all goods and services (erection) offered, which shall include all the costs as well as GST, duties, Levies and Taxes and also any discounts offered by the Bidder**.**

28.0 **CONTACTING THE OWNER:**

Bids shall be deemed to be under consideration immediately after they are opened and until such time official intimation of award/rejection is made by owner to the Bidders. While the bids are under consideration, Bidders and/or their representatives or other interested parties are advised to refrain from contacting by any means, owner and/or his employees/representatives on matters related to the bids under consideration. Owner, if necessary, will obtain clarifications on the bids by requesting for such information from any or all the Bidders, either in writing or through personal contacts as may be necessary. Bidders will not be permitted to change the substance of the bids after the bids have been opened.

F. AWARD OF CONTRACT:

29.0 **AWARD CRITERIA:**

General Manager (Ele.,) Procurement will issue the **Rate Contract** and the **work awards** will be issued by the concerned **Executive Engineers** of the C,O&M Divisions of **South Circle** area of BMA (South) Zone area during the period of the contract.

29.1 a) The Owner will award the contract to the Successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily. The Owner shall be the sole judge in this regard.

b) While awarding the Contract to the successful Bidder, the approved percentage above or below or equal to the amount put to tender (Unit Rate) of the successful Bidder will be uniformly applied to the computed rates of individual materials/items / labour charges under the scope of the contract to arrive at the unit FORD price.

29.2 In case of Award of Contract, Single Contract covering the entire Scope of the work for supply & erection will be entered into with the successful Bidder;

Note: The successful Bidder shall be entirely responsible for payment of all GST, taxes, levies, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser. In respect of supply portion, the successful bidder shall pay all types of fees, GST, levies, taxes, duties etc. required to be paid by any National or State statute, ordinance or other law or any regulation or bye-law of any local or other duly constituted authority in relation to the execution of works and by the Rules and Regulations of all Public bodies and companies whose property or rights are affected or may be affected in any way of the works. The successful bidder shall in compliance with the above keep the Purchaser indemnified against all such penalties and liability of every kind for breach of any statute, ordinance or law, Regulation or bye-law. Nothing in the contract shall relieve the successful bidder from his responsibility to pay any tax that may be levied by the Government on the turnover / profits etc., made by him in respect of the contract.

30.0 RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

30.1 Owner reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for owner’s action.

31.0 NOTIFICATION OF AWARD:

31.1 Prior to the expiration of the period of bid validity and extended validity period, if any, owner will notify the successful Bidder in writing by registered letter or by mail, fax, to be confirmed in writing by registered letter that its bid has been accepted.

31.2 The notification of award will constitute the formation of the Contract.

31.3 Upon the successful Bidder's furnishing of Contract Performance Guarantee, owner will promptly notify each unsuccessful Bidder and will discharge its bid security/EMD.

32.0 SIGNING OF CONTRACT:

32.1 At the same time, as owner notifies the successful Bidder that its bid has been accepted, owner will send the Bidder the detailed Letter of Award, incorporating all agreements between the parties.

32.2 Within 15 days of receipt of the detailed Letter of Award, the successful Bidder shall sign and the same shall return to owner.

32.3 The Bidder will prepare the Contract Agreement as per the proforma enclosed and the same will be signed within 15 (Fifteen) days of LOA.

33.0 CONTRACT PERFORMANCE GUARANTEE:

As a Contract Performance Guarantee, the Successful Bidder, to whom the Work is awarded, shall be required to furnish the Performance Guarantee in the form of **Bank Guarantee** issued by a Public Sector Indian Bank/Scheduled Commercial Bank (in the second schedule of the RBI Act-1934) and the Bank should be covered under jurisdiction of Indian laws in the form attached as Annexure in favor of **General Manager (Ele.,), Procurement, BESCOM, Bengaluru. The Contract Performance Guarantee amount shall be equal to FIVE percent (5%) of the Total awarded Contract Value** and it shall guarantee the faithful Performance of the Contract in accordance with the Terms and Conditions specified in these Documents and Specifications.

The Security Deposit amount to an extent of 5% value of the contract shall be submitted within 15 days from the date of LOI or shall be along with the acknowledgement for having received the LOI.

The mode of payment of Security Deposit as noted below:

The performance Security shall be payable in the form of Bank Guarantee. The Bank Guarantee shall be valid upto 90 days after the expiry of Guarantee Period of last consignment.

The Security Deposit will be discharged without any interest at the end of successful completion of Guarantee period.

The Bank Guarantee sent for verification and if found as fake, the Rate Contract will be cancelled apart from initiating action for black listing for a period of 3 years.

33.1 The Performance Guarantee shall cover additionally the following guarantees to the owner:

a. The successful Bidder guarantees the successful and satisfactory operation of the equipment in the scope of the contract, as per the specifications and documents.

b. The successful Bidder further guarantees that the equipment provided by him/his sub-vendors shall be free from all defects in design, material and workmanship and shall upon written notice from owner fully remedy free of expenses such defects as developed under the normal use of the said equipment within the period of guarantee specified in the relevant clause of the General Terms and Conditions in this Volume-I/Special Conditions of Contract.

33.2 The Contract Performance Guarantee is intended to secure the performance of the entire Contract. However, it is not to be construed as limiting the damages under clause entitled “Equipment Performance Guarantee” in Technical Specifications, Volume-III and damages stipulated in other clauses in the Bid documents.

33.3 Failure of the successful Bidder to comply with the requirement of Clause 33.0 shall constitute sufficient grounds for the annulment of the award and **blacklisted** the bidder, in such event BESCOM will call for new Bids.

33.4 The Performance Guarantee will be discharged without any interest at the end of Guarantee Period, unless otherwise specified in SCC.

34.0 Corrupt or Fraudulent practices

34.1 The GOK requires that the Tenderers/Suppliers/Contractors, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, GOK :

(a) Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(b) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a GOK contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK contract.

General Manager (Ele.,)
Procurement,
BESCOM.